

Message Text

PAGE 01 TOKYO 10569 010318Z

63

ACTION OES-05

INFO OCT-01 EA-10 ISO-00 FEA-01 ACDA-10 CIAE-00 INR-07

IO-10 L-03 NSAE-00 NSC-05 EB-07 NRC-07 DODE-00 /066 W

----- 030975

P 311117Z JUL 75

FM AMEMBASSY TOKYO

TO USERDA GERMANTOWN PRIORITY

INFO SECSTATE WASHDC 2119

UNCLAS TOKYO 10569

ERDA FOR A.S. FRIEDMAN, J. GARRETT

E.O. 11652: N/A

TAGS: TECH, JA

SUBJECT: REASSIGNMENT TEPCO ENRICHMENT CONTRACT - KANSAI

REF: 1. TOKYO 10090 2. TOKYO 10390 3. TOKYO 10471

1. FOLLOWING IS DRAFT TWO-PARTY AGREEMENT BETWEEN TOKYO
ELECTRIC POWER COMPANY AND KANSAI ELECTRIC VWER COMPANY
REASSIGNING TEPCO CONTRACT NO. AT(49-14)UES/JA 122 FOR
TOKYO NO. 18 TO KANSAI FOR KANSAI NO. N6.

QUOTE.

AGREEMENT BETWEEN
THE TOKYO ELECTRIC POWER CO., INC.
AND
THE KANSAI ELECTRIC POWER CO., INC.

FOR THE ASSIGNMENT OF TOKYO ELECTRIC'S RIGHT TO
RECEIVE URANIUM ENRICHMENT SERVICES FROM
THE UNITED STATES ENERGY RESEARCH AND DEVELOPMENT ADMINISTRATION

THIS AGREEMENT IS MADE THIS DAY OF AUGUST 1975 BETWEEN
THE TOKYO ELECTRIC POWER CO., INC. (HEREINAFTER "ASSIGNOR") AND
THE KANSAI ELECTRIC POWER CO. (HEREINAFTER "ASSIGNEE").
UNCLASSIFIED

PAGE 02 TOKYO 10569 010318Z

W I T N E S S E T H

WHEREAS, ASSIGNOR HAS ENTERED INTO A LONG TERM, FIXED COMMIT-
MENT AGREEMENT NO. AT(49-14)UES/JA/122 AND DATED AUGUST 14TH,

1974 (THE "ERDA AGREEMENT") WITH THE UNITED STATES ENERGY RESEARCH AND DEVELOPMENT ADMINISTRATION ("ERDA") FOR FURNISHING URANIUM ENRICHMENT SERVICES DESIGNATED FOR ASSIGNOR' TOKYO NO. 18 NUCLEAR POWER FACILITY ALL OF WHICH ARE IN EXCESS OF ITS PRESENT NEEDS, AND
WHEREAS, ASSIGNEE HAS A NEED FOR AND DESIRES TO OBTAIN URANIUM ENRICHMENT SERVICES AND ASSIGNOR DESIRES TO ASSIGN ITS RIGHT TO OBTAIN URANIUM ENRICHMENT SERVICES UNDER THE ERDA AGREEMENT AND TO RECEIVE TITLE TO THE ENRICHED URANIUM RESULTING THEREFROM, ON THE TERMS AND CONDITIONS HEREIN SET FORTH,
NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES ABOVE RECITED AND THE MUTUAL PROMISES HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. THE ASSIGNMENT - ATTACHED AS EXHIBIT A IS A TRUE AND CORRECT COPY OF THE ERDA AGREEMENT, WHICH THE PARTIES HERETO RECOGNIZE AND AGREE SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH ASSIGNOR HAS CONTRACTED TO PURCHASE FROM ERDA THE AFOREMENTIONED ENRICHMENT SERVICES. SUBJECT TO THE ADDITIONAL PROVISIONS CONTAINED HEREIN, ASSIGNOR AGREES TO ASSIGN TO ASSIGNEE AND ASSIGNEE AGREES TO ACCEPT ASSIGNMENT FROM ASSIGNOR OF THE ERDA AGREEMENT.

2. ERDA AUTHORIZATION - PARAGRAPH 8 OF THE GENERAL TERMS AND CONDITIONS OF THE AFOREMENTIONED ERDA AGREEMENT STATES:

"ASSIGNMENT - NEITHER THIS AGREEMENT NOR ANY INTEREST THEREIN NOR CLAIM THEREUNDER SHALL BE ASSIGNED OR TRANSFERRED BY THE CUSTOMER EXCEPT AS EXPRESSLY AUTHORIZED IN WRITING BY THE CONTRACTING OFFICER."

IT IS THE INTENTION OF THE PARTIES THAT THIS AGREEMENT SHALL BECOME EFFECTIVE ONLY UPON THE GRANTING OF SUCH AUTHORIZATION BY ERDA AND IT IS FURTHER INTENDED THAT SUCH AUTHORIZATION WILL BE OBTAINED CONTEMPORANEOUSLY
UNCLASSIFIED

PAGE 03 TOKYO 10569 010318Z

WITH THE EXECUTION OF THIS AGREEMENT.

3. DISCLAIMER OF WARRANTIES - ASSIGNOR REPRESENTS THAT IT IS NOT IN DEFAULT UNDER THE ERDA AGREEMENT ON THE DATE OF THIS AGREEMENT BUT DISCLAIMS ANY OTHER WARRANTIES OF REPRESENTATIONS RELATING TO THE ERDA AGREEMENT.

4. COMPLETION OF PERFORMANCE BY ASSIGNEE - AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, ASSIGNEE AGREES FAITHFULLY TO PERFORM ALL OBLIGATIONS UNDER THE ERDA AGREEMENT AND AGREES TO INDEMNIFY ASSIGNOR AGAINST AND TO HOLD ASSIGNOR HARMLESS FROM ANY CLAIMS WHICH ARISE AFTER THE EFFECTIVE DATE OF THIS AGREEMENT AND WHICH ARE ASSERTED AGAINST ASSIGNOR BY ERDA WITH RESPECT TO THE ASSIGNMENT.

ASSIGNOR AGREES TO INDEMINIFY ASSIGNEE AGAINST AND TO HOLD ASSIGNEE HARMLESS FROM ANY AND ALL OBLIGATIONS AND LIABILITY AND ANY AND ALL CLAIMS WHICH ARISE BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT.

5. APPLICABLE LAW - THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF JAPAN.

FURTHER, THIS AGREEMENT IS INTENDED TO COMPLY WITH THE PROVISIONS OF THE U.S. ATOMIC ENERGY ACT OF 1954, AS AMENDED, LFD THE AGREEMENT FOR COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF JAPAN CONCERNING CIVIL USE OF ATOMIC ENERGY TO ASSURE THAT NUCLEAR MATERIAL SHALL BE UTILIZED SOLELY FOR PEACEFUL PURPOSES.

6. LIMITATION OF LIABILITY - NEITHER PARTY SHALL BE RESPONSIBLE TO THE OTHER FOR THE LOSS OF USE, THE COST OF CAPITAL, THE LOSS OF PROFITS OR REVENUE, THE COST OF PURCHASED OR REPLACEMENT POWER, OR ANY SPECIAL, INCIDENTAL OR OTHER CONSEQUENTIAL DAMAGES HEREUNDER, IRRESPECTIVE OF WHEN SUCH DAMAGES OCCUR.

7. ADDRESSEES ALL NOTICES AND COMMUNICATIONS PURSUANT TO THIS AGREEMENT FROM ANY PARTY TO ANOTHER SHALL BE IN WRITING AND SHALL BE SENT BY CERTIFIED AND/OR REGISTERED MAIL TO THE FOLLOWING ADDRESSEES:

UNCLASSIFIED

PAGE 04 TOKYO 10569 010318Z

TO ASSIGNOR: GENERAL MANAGER
NUCLEAR FUEL DEPARTMENT
THE TOKYO ELECTRIC POWER COMPANY, INC.
NO. 1-3, 1-CHOME, UCHISAIWAI-CHO
CHIYODA-KU, TOKYO, JAPAN

TO ASSIGNEE: MANAGER
FUEL DEPARTMENT
THE KANSAI ELECTRIC POWER CO., INC.
5 NAKANOSHIMA 3-CHOME, KITA-KU
OSAKA, JAPAN

8. THE CONSIDERATION FOR THIS ASSIGNMENT IS THE PAYMENT BY ASSIGNEE TO ASSIGNOR AS SET FORTH BELOW.
ASSIGNEE MUST PAY TO ASSIGNOR THE ADVANCE PAYMENTS WHICH ASSIGNOR HAS MADE TO ERDA IN ACCORDANCE WITH THE ERDA AGREEMENT, AND ALSO COMPENSATION TO ASSIGNOR FOR COSTS INCURRED, INCLUDING INTEREST OF THE ADVANCSPAYMENTS.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

THE TOKYO ELECTRIC POWER CO., INC.

RBV:

TITLE

THE KANSAI ELECTRIC POWER CO., INC.

BY:

TITLE:

UNQUOTE.

REQUEST REVIEW AND CONCURRENCE ASAP.

SHOESMITH

UNCLASSIFIED

<< END OF DOCUMENT >>

Message Attributes

Automatic Decaptioning: X
Capture Date: 26 AUG 1999
Channel Indicators: n/a
Current Classification: UNCLASSIFIED
Concepts: CONTRACTS, NUCLEAR FUELS
Control Number: n/a
Copy: SINGLE
Draft Date: 31 JUL 1975
Decaption Date: 01 JAN 1960
Decaption Note:
Disposition Action: n/a
Disposition Approved on Date:
Disposition Authority: n/a
Disposition Case Number: n/a
Disposition Comment:
Disposition Date: 01 JAN 1960
Disposition Event:
Disposition History: n/a
Disposition Reason:
Disposition Remarks:
Document Number: 1975TOKYO10569
Document Source: ADS
Document Unique ID: 00
Drafter: n/a
Enclosure: n/a
Executive Order: N/A
Errors: n/a
Film Number: D750265-0402
From: TOKYO
Handling Restrictions: n/a
Image Path:
ISecure: 1
Legacy Key: link1975/newtext/t197507103/baaaftv.tel
Line Count: 175
Locator: TEXT ON-LINE, TEXT ON MICROFILM
Office: ACTION OES
Original Classification: UNCLASSIFIED
Original Handling Restrictions: n/a
Original Previous Classification: n/a
Original Previous Handling Restrictions: n/a
Page Count: 4
Previous Channel Indicators:
Previous Classification: n/a
Previous Handling Restrictions: n/a
Reference: n/a
Review Action: RELEASED, APPROVED
Review Authority: hartledg
Review Comment: n/a
Review Content Flags:
Review Date: 21 APR 2003
Review Event:
Review Exemptions: n/a
Review History: RELEASED <21 APR 2003 by ThomasVJ>; APPROVED <05 FEB 2004 by hartledg>
Review Markings:

Margaret P. Grafeld
Declassified/Released
US Department of State
EO Systematic Review
06 JUL 2006

Review Media Identifier:
Review Referrals: n/a
Review Release Date: n/a
Review Release Event: n/a
Review Transfer Date:
Review Withdrawn Fields: n/a
Secure: OPEN
Status: <DBA CORRECTED> mcm 971017
Subject: n/a
TAGS: TECH, JA, US, TECH, TEPCO
To: USERDA GERMANTOWN INFO STATE
Type: TE
Markings: Margaret P. Grafeld Declassified/Released US Department of State EO Systematic Review 06 JUL 2006